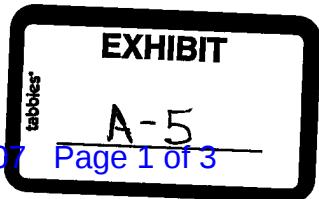


## Exhibit 5



American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, Web site: [www.adr.org](http://www.adr.org), 800-778-7379; or National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, Web site: [www.arbitration-forum.com](http://www.arbitration-forum.com), 800-474-2371

**Procedures and law applicable in arbitration.** A single, neutral arbitrator will either be a lawyer with at least ten years experience of a referee or former judge. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement. In which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA, and applicable statutes of limitations, and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. If the law authorizes such relief, the arbitrator may award punitive damages or attorney fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

**Costs.** We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is a good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of doing party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

Enforcement, finality, appeals. Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other claims. Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Each party will bear their own fees, costs and expenses for any appeal, but a party may recover any or all fees, costs and expenses from another party, if the majority of the panel of arbitrators, applying an applicable law, so determines. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

**Survival.** This Arbitration Agreement shall survive: (i) termination or changes in this Arbitration Agreement or the Account, and the relationship between you and us concerning the Account, such as the issuing of a new account or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party or any similar proceeding initiated by you or us; and (iii) payment of the debt in full by you or by a third party, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

**3. DEFAULT RATES:** If your agreement has a section titled either

"Default Rate" or "Preferred Customer Pricing Eligibility", then the

following applies to your account. In that section, if not already,

we are removing the provision that states that the default rate or

"non-preferred" rate makes take effect if you fail to make a payment

when due to another creditor other than us or one of our related

companies. This charge does not apply if your account does not

have a default or "non-preferred" rate.

**IMPORTANT NOTICE FOR  
CREDIT CARD CUSTOMERS ABOUT CHANGES TO  
YOUR CARDMEMBER AGREEMENT—  
PLEASE READ AND RETAIN FOR YOUR RECORDS**

Dear Cardmember:

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account. We share this information with you in the form of a Change in Terms disclosure. The Change in Terms disclosure below advises of upcoming changes that will be effective as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section which will be effective as early as the first day of your billing cycle that includes January 1, 2006. These changes apply to all of your accounts with us, as applicable. We hope that you take the time to review this information carefully. Please keep this notice with your Cardmember Agreement ("agreement") for future reference.

Thank you for the opportunity to serve your credit needs. We look forward to serving those needs in the future.

**SUMMARY OF CHANGES:**

The changes to your agreement will take effect as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section which will take effect as early as the first day of your billing cycle that includes January 1, 2006. We have summarized below some of these changes. For complete details about all changes, please read the entire amendment. The terms described in this notice that are already in effect on your account will continue to apply. Note that some terms in your agreement may appear with initial capital letters or all lower case letters. Such terms have the same meaning. For example, "Account" means the same as "account."

1. **Minimum Payment (if not so already)**

The minimum payment calculation will be revised to permit the addition of certain fees and finance charges as part of the minimum payment.

2. **Arbitration (if not so already)**

The arbitration agreement section provides that arbitration is at the choice of either party, permits the choice of two arbitrators administrators, provides for the advancement by us of certain costs to file an arbitration, permits a right of appeal to either party and contains other differences from your existing arbitration terms. Please review the entire arbitration agreement section to fully understand the differences.

3. **Default Rate/Non-Preferred Rate (if not so already)**

The default rate section or "preferred customer pricing eligibility" section will be revised so that the default rate or "non-preferred" rate will not apply if you fail to make a payment when due to another creditor other than us or one of our related companies.

Colors:  
Colors will not be listed accurately if Images are missing.  
Black, Variable Text, Legal Approved Plug In,  
Job Tag Black

Images:  
Images:

